



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

May 6, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AMENDMENTS
TO EXTEND THE TERM OF 23 TEMPORARY NURSING
PERSONNEL SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The requested action is to approve amendments to 23 temporary nursing personnel services agreements to extend the term of the agreements for a period of three months effective June 1, 2008 through August 31, 2008, with an additional optional one-month extension, at the same rates. This will allow sufficient time for the Department of Health Services (DHS) to complete the Qualifications Process (QP) and obtain Board approval of successor agreements to ensure a continuation of services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services (Director), or his designee, to sign amendments to 23 temporary nursing personnel services agreements with no change in rates, with the nurse registries identified in Attachment A, for the continued provision of temporary nursing personnel services for three months, effective June 1, 2008 through August 31, 2008, and delegate authority to the Director or his designee, to exercise an additional one-month extension through September 30, 2008.
2. Delegate authority to the Director, or his designee, to terminate the agreements during the extension period with 10-day advance written notice to enable a transition to successor agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions is necessary to ensure that the temporary nursing personnel services agreements are extended beyond the current expiration date of May 31, 2008. This will allow DHS sufficient time to complete the solicitation process and recommend successor agreements to your Board for approval without a break in the provision of services. The additional delegation of authority to the Director or his designee to terminate the agreements during the extension period will allow for a smooth transition to any successor agreements approved by your Board.

FISCAL IMPACT/FINANCING

Funding for the recommended three-month extension and one-month optional extension period is included in the Fiscal Year 2008-09 Proposed Budget in the estimated amount of \$15.1 million as follows: \$10.5 million for the LAC+USC Healthcare Network, \$0.7 million for Coastal Network, \$0.2 million for Southwest Network, \$0.7 million for Rancho Los Amigos National Rehabilitation Center, \$0.08 million for Juvenile Court Health Services, and \$2.9 million for ValleyCare Network.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel for both DHS and Sheriff's Department, to address critical staffing shortages, peak workloads, and vacation coverage at their respective health facilities.

On December 19, 2000, the Board approved agreements with various nurse registries to provide temporary nursing personnel services under any one or all of the following categories: registered nurses (RN) clinic/staff and critical care RN; hemodialysis RN; specialty nursing and surgical technician personnel (i.e., emergency room RN; operating room RN; and surgical technician); nursing support personnel (i.e., certified nursing attendant and licensed vocational nurse) and nursing support for the management of assaultive patient behavior, effective January 1, 2001 through December 31, 2005.

On subsequent occasions, the Board has authorized DHS to extend the term of the agreements, establish rates consistent with those paid in the community and add additional nurse registries that were willing to agree to the County's terms and conditions.

On September 18, 2007, the Board authorized DHS to execute amendments to current agreements to extend the term through May 31, 2008 to allow DHS to complete the QP. These contracts will continue to be utilized only for the most critical Department functions, when County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform the services. Other County departments that may have a need for these services from time-to-time may contact DHS and use these contract

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services. Those County departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors. Attachment A provides additional information. County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

On November 6, 2006, DHS released a QP to identify the most qualified nurse agencies/registries that are best able to provide the temporary nursing personnel services required by the Department. DHS advertised the QP on the County's Doing Business with Us Website and in local newspapers. DHS received 60 responses to the QP. Phases I and II of the QP evaluations have been completed and Phase III which includes site visits to the top qualified firms is in process.

Upon completion of the QP and selection of the qualified firms, we will return to your Board to request approval of a new form agreement and obtain delegated authority for DHS to execute the agreements with those agencies/registries identified under the QP as the most qualified to provide the temporary nursing personnel services required by DHS.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued availability of as-needed temporary nursing personnel services for DHS.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:LT:yb

Attachments (2)

c: County Counsel
Department of Health Services, Director and Chief Medical Officer

TEMPORARY NURSING PERSONNEL SERVICES
EFFECTIVE THROUGH SEPTEMBER 30, 2008

	CONTRACTOR	CONTRACT NUMBER
1	All Star Staffing	H700217-4
2	Associated Health Professionals, Inc.	H211855-7
3	ATC Travelers	H700227-4
4	CareerStaff Unlimited, Inc.	H207300-3
5	Flex Nursing Service, Inc.	H700218-4
6	Haemo-Stat, Inc., Acute Hemodialysis Nursing Service	H212070-3
7	HealthTalent, Inc. (Formerly Stat Nurses International)	H700222-3
8	Hemodialysis, Inc.	H211857-3
9	HRN Services, Inc.	H211858-5
10	Medi-Lend Nursing Services of California, Inc.	H700262-4
11	Medical Specialists Temporary Personnel, Inc.	H207307-5
12	Mediscan Diagnostic Services, Inc.	H211859-6
13	Medstaff, Inc.	H700209-4
14	Nurse Connection, Inc.	H211860-6
15	On Assignment Staffing Services, Inc.	H700342-4
16	ProCare One Nurses, LLC	H211951-4
17	Professional Resource Enterprises, Inc. (dba United Nursing International)	H211866-5
18	P.S. National, Inc. (dba Professional Staffing)	H211865-6
19	Renology Medical Group, A Medical Corporation	H211861-3
20	S.O.S. Nurses Service Corporation	H700223-4
21	United Staffing Solutions, Inc.	H207299-5
22	Vital Health Care Personnel, Inc.	H207295-4
23	Westways Staffing Services, Inc.	H207298-4

Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT", dated _____, and further identified as Agreement No. H_____, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the contract term; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on June 1, 2008.

2. Paragraph 1, TERM, shall be revised to read as follows:

“1. TERM: This Agreement shall be effective _____, and shall continue, unless sooner terminated or canceled, in full force and effect to and including August 31, 2008, with provision for a one-month optional extension through September 30, 2008. For purposes of the one-month optional period, the County may give notice of its intent not to renew ten (10) days prior to the start of the one-month optional extension. The Director of Health Services shall have the authority to issue any such termination notice on behalf of the County.

In all other circumstances, this Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms

of this Agreement shall constitute a material breach of contract, and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

amendment2008.frm.wpd